



Corporate Headquarters
 122 Allen Blvd. PO Box 69
 Farmingdale, NY 11735
 Tel: (631) 391-3330
 Fax: (631) 420-1645



Business Name: _____ Federal ID/SS No.: _____
 Trade Name: _____
 Business Address: _____
 City: _____ State: _____ Zip: _____
 Date business started: _____ State Incorporated: _____
 Phone No: _____ A/P Contact: _____
 Fax No: _____ Amount of credit requested: _____
 Email: _____ Billing Preference: Email Fax USPS

<p>Business Structure</p> <p>() Corporation () Sole Proprietor () Partnership/LLC () Other _____</p>
<p>Do you Require:</p> <p>Purchase orders: Y / N Pricing on packing slips: Y / N</p>

Owners/Partners/Officers

Name _____ Title _____ % of Ownership _____
 Home Address: _____ Phone _____
 Name _____ Title _____ % of Ownership _____
 Home Address: _____ Phone _____
 Name _____ Title _____ % of Ownership _____
 Home Address: _____ Phone _____

Bank References:

Bank: _____ Contact Person: _____
 Address: _____ City: _____ St: _____ Zip: _____
 Tel: _____ Fax: _____
 Account Type: _____ Account No. _____
 Bank: _____ Contact Person: _____
 Address: _____ City: _____ St: _____ Zip: _____
 Tel: _____ Fax: _____
 Account Type: _____ Account No. _____

Trade References:

1. Name: _____ Contact Person: _____
 Address: _____ City: _____ St: _____ Zip: _____
 Tel: _____ Fax: _____
2. Name: _____ Contact Person: _____
 Address: _____ City: _____ St: _____ Zip: _____
 Tel: _____ Fax: _____
3. Name: _____ Contact Person: _____
 Address: _____ City: _____ St: _____ Zip: _____
 Tel: _____ Fax: _____

 Authorized Signature

 Date

SCHWING ELECTRICAL SUPPLY CORP./SCHWING ELECTRICAL SUPPLY OF NJ CORP., hereinafter "Seller", and Purchaser Agree:

- A. Payment is due in accordance with Terms and Conditions of sale as shown on invoice. Title for all material shall remain in Seller until paid for.
- B. Purchaser agrees to pay Seller all costs and expenses of collection, suit, or other legal action, including all actual collection agency, attorney's and paralegal fees, incurred pre-suit, during suit, through trial, after suit, on appeal, or in any administrative proceedings brought as a result of the commercial relationship between them. Seller may assign any cause of action that Seller may have against Purchaser to any affiliate of Seller thereof without consent of Purchaser. To the extent Seller agrees to release a lien or waive bond rights, this does not constitute a waiver or release of Seller's rights or claims in contract, tort or equity. All releases are expressly contingent upon receipt of good funds in-hand paid to Seller.
- C. Purchaser agrees to jurisdiction and venue to adjudicate all disputes to be in the New York State Courts located in Nassau or Suffolk County, New York and concedes that transaction of business took place at that location. All disputes between Purchaser and Seller are to be interpreted under New York law.
- D. Purchaser agrees to execute a UCC-1 Financing Statement for any purchase made if requested by Seller.
- E. When making purchases for bonded jobs, Purchaser agrees to notify Seller in advance and supply names and addresses of bonding company and bond numbers.
- F. Upon request by Seller, Purchaser agrees to provide all relevant information to Seller about jobs where Seller's materials are/were used to allow Seller to file a lien and/or file a claim with a bonding company. This includes, but is not limited to, address of job, owner of property where job is performed, name of General Contractor and/or subcontractors on job, name of bonding company, bond numbers, etc.
- G. Purchaser acknowledges that from time to time, Seller may increase its line of credit and Purchaser acknowledges that it is up to Purchaser to be aware of same and Seller is under no obligation to notify Purchaser of same.
- H. If Purchaser fails to comply with these Terms and Conditions of Sale or Purchaser's credit becomes unsatisfactory in Seller's sole discretion, Seller reserves the right to terminate or restrict any order upon notice to Purchaser. Purchaser certifies that it is a duly organized business entity and that it is solvent and that it will immediately advise Seller if it becomes insolvent. By signing this application, Purchaser represents that _____ (name) is the _____ (title) of Purchaser and has the authority to sign this application on behalf of Purchaser. Purchaser agrees to send Seller written notice of any changes in the ownership of Purchaser's business within five days of such changes. Purchaser also represents that neither itself nor any of its principals have filed for Bankruptcy Protection within the last seven years.
- I. Purchaser realizes that Seller will investigate the credit of Purchaser, its principal(s) and guarantor(s). Purchaser, its principal(s) and guarantor(s) authorize you to obtain, if you desire, a written or oral credit report on applicant and on the principal owners or stockholders on guarantor(s) of applicant individually. We further authorize any bank or business with whom we are doing or have done any type of business to give any and all necessary information to you which will assist you in your credit investigation, and release any claim we have for breach of contract or invasion of privacy because of information furnished to you. To assist in this process purchaser, its principal(s) and guarantor(s) agree to execute the attached authorization.
- J. Unless otherwise stated, payment terms are net 30. Payment is due in the form of cash, check, or money order. Seller may apply Purchaser's payment against any open charges within Seller's sole discretion. Purchaser agrees to pay Seller on past due accounts a monthly interest charge equal to the maximum interest charge [or 18%] permitted to be charged by the law governing the account between Purchaser and Seller. The interest rate stated herein shall continue to accrue after Seller obtains a judgment against Purchaser. All payments shall be applied to late fees including collection costs first, interest second, and principal last.

Terms and Conditions of Sale

Upon receiving shipment customer agrees to examine contents carefully for obvious damage and verify receipt of the correct material.

All claims of shortages, damage or delivery errors must be made within 10 days from receipt of merchandise.

All invoices are due within 30 days of shipment.

All unpaid invoices are considered "past due" after 60 days of shipment and the account will be placed on hold. Return merchandise is not considered payment on account. Schwing Electrical Supply Corp./Schwing Electrical Supply Corp. of New Jersey (Schwing Electrical) reserves the right to postpone shipment until payment is made on outstanding invoices whether or not "past due."

In the event of default in payment by either the "ship to" or "bill to" parties, Schwing Electrical may elect to proceed with collection proceedings against either one or both parties to collect all unpaid sums, and payment by either party to the other shall not be a defense. In the event of any such proceedings, Schwing Electrical shall be entitled to recover all reasonable fees used to collect this account including collection fees of 33 1/3 % and court costs.

Sales tax: All invoices will include appropriate State Sales Tax unless a Tax Exemption Certificate or other appropriate documentation is submitted at the time the order is placed.

Risk of Loss: Upon delivery of merchandise to Customer or Carrier at Schwing Electrical's shipping point all risks including but not limited to labor or back charges pass to Customer, however, Schwing Electrical shall continue to own the merchandise and retain a security interest in and a lien on the merchandise until the purchase price is paid in full.

Return Policy: No Refunds. All returns will incur a minimum 25% restocking charge. No returns without prior authorization. Requests for return must include a reason for the return, original invoice number and purchase date. No altered material will be accepted. No returns on cut wire, light bulbs or special ordered material. Restocking charges will be based on manufacturers' policy and will include freight charges. Credits will not be issued until credit is received by Schwing Electrical from manufacturer.

Service Charge: There will be a service charge of 1 1/2% each month on balances over 60 days. This allows a 30 day grace period after the actual due date.

Warranty: Most products come with a warranty against manufacturer's defects in material and workmanship. All defective merchandise will be replaced or repaired at the discretion of the manufacturer with the applicable warranty period.

DISCOUNT. All goods sold are at the net price indicated on invoices, unless a discount is expressly noted on that invoice. **NO DISCOUNTS ON EXCISE OR SALES TAX.**

In all quotations it is the responsibility of the bidding contractor to verify that the items and quantities quoted are correct. Although Schwing Electrical will endeavor to quote in accordance with the plans and specifications, or other information submitted it makes no warranties or guaranties in this regard, and assumes no responsibility for correctness as to quantities, fitness for purpose or performance. In those instances where approved drawings or cuts are required and submitted, no goods will be released until approved copies have been returned.

GUARANTY OF PAYMENT

In order to induce SCHWING ELECTRICAL SUPPLY CORP./SCHWING ELECTRICAL SUPPLY OF NJ CORP. ("SESC"), to extend credit to, or otherwise become the creditor of the business named above and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/We hereby unconditionally PERSONALLY GUARANTEE to SESC the prompt payment of every claim of SESC that may hereafter arise.

I/We do also unconditionally PERSONALLY GUARANTEE payment of all costs of collection, including but not limited to, thirty-three and one-third percent (33 1/3%) collection/attorney's fees, court costs, and 1.5% per month (18% per annum) interest on the unpaid balance of any account thirty (30) days past due.

This is a continuing GUARANTY and shall remain in full force until revoked by Guarantor(s) by notice in writing to the SESC. Such revocation shall be effective only upon receipt by SESC of said written notice as to claims of SESC that arise out of transactions entered into after SESC's receipt of said written notice. This Guaranty shall cover the renewals of any claims guaranteed by this instrument or extension of time payment hereof, and shall not be affected by any surrender or release by SESC of any other security held by it for any claim hereby guaranteed. The GUARANTY is, and shall remain binding upon the heirs, estate representatives, successors and assigns of Guarantor(s).

This GUARANTY is independent of any other guaranty or rights that the SESC may have with respect to the above noted debt.

The undersigned Guarantor(s) expressly waives notice of sale and delivery of any goods, wares, merchandise and/or equipment to the said buyer, notice of non-payment thereof, notice of extension of time for the payment of any and all goods, wares, merchandise and/or equipment and notice of presentment and protest of any notices or other evidence of indebtedness received from buyer.

The undersigned Guarantor(s) further agrees that you may from time to time extend the time of payment of the indebtedness of the buyer without in any way changing, releasing or discharging the undersigned from it's obligation thereunder.

Guarantor(s) acknowledges that from time to time, Seller may increase its line of credit and Guarantor(s) acknowledges that it is up to Guarantor(s) to be aware of same and Seller is under no obligation to notify Guarantor(s) of same.

The undersigned Guarantor(s) finally authorize SESC to obtain information about them in accordance with paragraph "I" of this Credit Application.

Signature of Guarantor

Printed Name

Drivers License No.

Social Security No.

Date: _____

Signature of Guarantor

Printed Name

Drivers License No.

Social Security No.

Date: _____